

**First Amendment to
Inmate Telecommunication Location Agreement
Between
Telmate LLC and Sweetwater County**

THIS FIRST AMENDMENT ("Amendment") is made and entered into on _____, 2016 ("Effective Date") by and between **Sweetwater County** ("Customer"), with a business address at 50140 South Hwy 191 South, Rock Springs, Wyoming 82901, and **Telmate LLC** ("Telmate"), with its principal place of business at 655 Montgomery Street 18th Floor, San Francisco, California 94111. Customer and Telmate may herein be collectively referred to as the "Parties" or individually as a "Party."

Recitals

Whereas, Customer and Telmate entered into an Inmate Telecommunication Location Agreement fully executed on November 10, 2012 ("Agreement") whereby Telmate was obligated to perform certain inmate communication services at Customer's facilities; and

Whereas, the Parties wish to further modify certain terms in the Agreement following recent changes imposed by the Federal Communications Commission ("FCC"), and to continue the remaining terms in full force and effect.

Now therefore, intending to be bound, the Parties hereto agree as follows:


1. Section 5 of the Agreement, "Commissions," is hereby deleted in its entirety, retitled as "Facility Support Fees and Payments," and replaced with the following:
 - a. Facility Support Fees. On or before June 20, 2016, Telmate will implement a system to collect a facility support fee of five cents (\$0.05) per minute on specific telephony calls serviced by Telmate. The facility support fee will be added on a per minute basis for Local, IntraLATA, InterLATA, and other applicable call types designated by Telmate. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.
 - b. Remote Video Visitation. No later than June 30, 2016, Telmate agrees to pay Customer a monthly payment equal to twenty-five percent (25%) of Telmate's net revenue derived from its exclusive remote video visitation services.
 - c. Upon ten (10) days from the receipt of notice from Telmate to Customer, any or all facility support fees or payments under this section may be modified or terminated if Telmate determines such fees or payments are impermissible under federal, state or local laws. Facility support fees or payments shall be paid to Customer on a monthly basis and made no later than forty-five (45) days following the month in which the revenue was generated from the equipment or service. All such fees or payments shall be final and binding unless written

objection thereto is received by Telmate from Customer within thirty (30) days of payment to Customer.


2. Sections 1 through 8 of Schedule A of the Agreement, "Phone Rates," are hereby deleted in their entirety, retitled as "Rates and Fees," and replaced with the following:
 - i. The call rate for Intrastate Prepaid Calls will be \$0.20 per minute.
 - ii. The call rate for Intrastate Collect Calls will be \$0.45 per minute.
 - iii. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
 - iv. The call rate for Interstate Collect Calls will be \$0.25 per minute.
 - v. The call rate for International Prepaid Calls will be \$2.00 per minute.
 - vi. The call rate for International Collect Calls will be \$2.00 per minute.
 - vii. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - viii. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - ix. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
 - x. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
 - xi. The fees for Paper Billing will be \$2.00 per transaction.
3. Positive Call Acceptance. Recipients of telephonic calls from Customer facility(s) utilizing Telmate's VoIP platform will be given the opportunity to individually accept the telephonic call, or in combination, the telephonic call and subsequent communications.
4. Length of Call. Telmate will determine all maximum call lengths at Customer's facility(s).
5. Regulatory Changes. The Parties acknowledge that the terms of the Agreement are governed by federal, state, and local laws that are subject to change on occasion. Telmate shall provide Customer with notice of any such changes in the law upon which time the Parties will amend the Agreement as needed to comply with all such changes in the law. The Parties agree that neither will be required to comply with a term in the Agreement that is rendered unlawful by a future change in the law.
6. Ownership of Inmate Trust Fund. Customer confirms the Parties' existing understanding that Telmate acts as Customer's agent for the purpose of accepting, on behalf of Customer, deposits to an inmate's trust/commissary account at Customer. Any and all deposits made to an inmate's trust/commissary account at Customer through Telmate's system shall be deemed received by Customer as if made directly to Customer and shall be credited to the respective inmate's trust/commissary account upon receipt by Telmate. Customer shall have sole control and managerial power over any and all funds deposited into an inmate's trust/commissary account.

7. Except as otherwise provided herein, all terms and conditions of the Agreement shall stay in full force and effect.

CUSTOMER

Sign: 
Name: Wally Johnson
Title: Chairman
Date: August 2, 2016

TELMATE

Sign: 
Name: Kevin O'Neil
Title: President
Date: August 9, 2016